



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 25-06-2026

CORAM

THE HON'BLE MR.JUSTICE K.KUMARESH BABU

Arb O.P(COM.DIV.) No. 301 of 2026

K Praveen Kumar
No.84, PRAKASH NAGAR, 1ST MAIN ROAD,
PONNIAMMAN MEDU,
THIRUVALLUR-600110

..Petitioner(s)

Vs

M/s QnQ HEALTHCARE PRIVATE LIMITED
Rep.by its Director,
Mr.Gnanapragasam,
s/o. Natarajan,

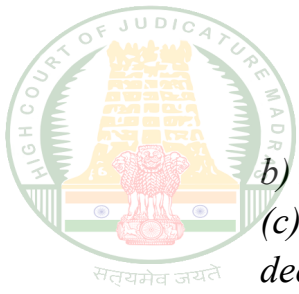
Having office at
Plot No.51, Trichy Main Road,
Kamalam Ramasamy Nagar,
Opp Villupuram Cuddalore Cooperative Milk
Producers Association
Thanthai Periyar Nagar,
Villupuram 605602

Also residing at
No.39, RS Pillai Street,
Tindivanam 604 002

..Respondent(s)

PRAYER:- This Arbitration Original Petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996:-

(a) To appoint a Sole Arbitrator to adjudicate the disputes between the petitioner and the Respondent in terms of the Arbitration Agreement contained in the Unit Franchise Agreement dt 26.02.2025.



- b) *Direct the Respondent to pay the costs of these proceedings.*
(c) *Pass such further or other orders as this Hon'ble Court may deem fit and proper in the facts and circumstances of the case and thus render justice:-*

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For Petitioner(s): Mr.B.Prashanth Nadaraj
For Respondent(s): No appearance

ORDER

This Arbitration Original Petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 to appoint a Sole Arbitrator to decide and adjudicate upon the dispute between the petitioner and respondents arising out of Loan cum Hypothecation Agreement 26.02.2025.

2. Heard Mr.B.Prashanth Nadaraj, learned counsel for the petitioner.

3. In spite of notice having been served upon the respondent through Court and his name is reflected in the cause list, today, when the matter is taken up for hearing, there is no representation on the side of the respondent nor through their counsel before this court. Hence, he is called absent and is set *ex-parte*.

4. A notice under Section 21 of the Arbitration and Conciliation Act, 1996 has been issued by the petitioner on 05.03.2026. In spite of the same, the respondent has 26.02.2025 not chosen to respond. From a reading of the Unit



Franchise Agreement dated 26.02.2025 entered to between the petitioner and the respondent, it could be seen that the parties have agreed to resolve the disputes by appointing an Arbitrator.

5. In view of the Loan Agreement and considering the nature of claim, this Court deems it appropriate to appoint an Arbitrator. Accordingly, **Ms.P.Kavitha**, (Mobile No.9551494557 & 9551494558) having office at **No.151, Additional Law Chambers, High Court Buildings, Chennai – 600 104**, is appointed as Sole Arbitrator to enter upon the reference and resolve the disputes between the petitioner and the respondent.

6. The learned Sole Arbitrator is entitled to fix her fees as per the Schedule-IV of the Act. This Court further requests the learned Sole Arbitrator to endeavour to decide the dispute as expeditiously as possible.

7. Accordingly, this Arbitration Original Petition is ordered. No costs.

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Index: Yes/No
Speaking/Non-speaking order
Neutral Citation: Yes/No

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K.KUMARESH BABU, J.

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